

1 that you received this letter shortly after the date that it  
2 bears?

3 A Yes, it is.

4 Q From this letter, did you understand that Benchmark  
5 did not yet have a lease for its proposed transmitter site for  
6 its Chatom radio station?

7 A That's correct.

8 Q I'd like you now to turn to Attachment No. 48. The  
9 letter references a telephone conversation, or telephone  
10 discussions, I should say, of January 25, 1988. Do you see  
11 that in the first sentence?

12 A Yes, sir, I do.

13 Q Were those telephone discussions of January 25,  
14 1988, the first time that you had received an indication that  
15 there had been an agreement in principal reached with the  
16 trustee of the Martha Annie Jordan Income Trust?

17 A I wouldn't say they were the first ones. I think we  
18 had dialogued several times during the month as to the  
19 progress of where things were going, and at one point it  
20 appeared that it was more in effect than not at that point,  
21 and then finally we came to the point where it was more and  
22 more in effect as things were being discussed and worked out  
23 between our attorney and the trust. So we, we had almost an  
24 ongoing dialogue, maybe sometimes daily.

25 Q So what you're telling us is that it was sometime

1 before January 25 that you had an understanding that there  
2 was, in fact, going to be a lease?

3 A Oh, I, I believe shortly after the first of the year  
4 we had gotten sufficient information to believe it was going  
5 to work out and we were going to be able to get the lease in  
6 place. It was a matter of specific items that were being  
7 resolved. One -- of which I cannot recall, but I mean it, it  
8 seemed to me that that's what it was.

9 Q And that was on the basis of telephone conversations  
10 between yourself and Mr. Huggins?

11 A Yes.

12 Q Was it based on anything else?

13 A No, not really. I don't have any letters to that  
14 effect, if that's what you're asking.

15 Q Well, essentially I'm asking that. So would it be  
16 your testimony that when you went to Chatom on January 20,  
17 1988, and performed the work that you performed on site --

18 A Um-hum.

19 Q -- that you had an understanding at that stage that  
20 there was, in fact, going to be a lease?

21 A Yes, I did, and, and I think that in this letter  
22 dated January 29th even that had been addressed, which is one  
23 of the reasons why I specifically put it in here, the second  
24 paragraph, which said, "Enclosed please find a copy of the  
25 survey," and so forth, and says, and says, "The survey may be

1 necessary for your efforts to design a layout --" I'm sorry,  
2 I'm getting ahead of myself. "Enclosed please find a copy of  
3 the survey prepared by Mr. Schell of Chatom radio site and the  
4 right of way across the Trust property providing access to  
5 your employees." And this, this was a summation of a  
6 conversation that had taken place, oh, 10, 15 days ahead of  
7 this.

8 Q When you went to the site to perform the work you  
9 did on January 20, 1988, did you need to have a key of some  
10 kind in order to access the site?

11 A Yes, I had acquired a key in December.

12 Q From whom did you acquire the key?

13 A Schell.

14 Q Mr. Schell, in turn, had been retained by Benchmark?

15 A Yes, I guess you could say so. It would have to be  
16 that way because we hired him to do the survey work and so  
17 forth, but he represented a number of people in that area that  
18 ended up being related with us. In other words, he also  
19 represented the Trust as far as survey work went.

20 Q I want to backtrack a little bit. When you were in  
21 Chatom in December of 1987, did you have occasion to speak  
22 with anyone about the provision of electrical power to the  
23 site?

24 A Yes, I did.

25 Q Who was that?

1           A     I had spoke to Mr. Stan Wilson at the Clark  
2 Washington County Electric Membership Corporation. I first  
3 went to an office in just north of Chatom, and they directed  
4 me to the office in Jackson, Alabama, which is where their  
5 engineering, and, assuming, sort of headquarters offices are,  
6 at which point I addressed the problem there with the person I  
7 first spoke with. I don't recall who that was. They  
8 subsequently brought Mr. Wilson into the picture and, I  
9 believe, one other engineer. We went into an office and a  
10 desk about the size of the Judge's here, and he brought out  
11 plats and so forth that they deal with for power grids, and we  
12 showed him where it was going to be located and essentially  
13 what the service was going to be necessary to get to that --  
14 to service what our needs were going to be, and it was my  
15 understanding in that group of conversations that they would  
16 proceed and let us know what was going to be necessary to  
17 complete the task.

18           Q     So your understanding in December of 1987 was that  
19 the electric company was going to proceed in some fashion.

20           A     Um-hum.

21           Q     What was your understanding in terms of how they  
22 were going to proceed? What, what was it that the electric  
23 company was supposed to do?

24           A     They were going to survey the request and, I, I'm  
25 not sure but it's possible we may have filled out some

1 information for them, or they may have filled it out while we  
2 were talking, but I believe they wrote all this down, and they  
3 were going to take that and survey the sight, and supposedly  
4 get back to us and let us know what was going to be required  
5 to service power to that location.

6 Q What was your understanding in terms of who the  
7 electric company was supposed to get back to? Were they  
8 supposed to get back to you personally or were they supposed  
9 to get back to someone else?

10 A In that, I probably gave them both my name and to,  
11 to Huggins, the attorney, as somebody to contact and let them  
12 know. We, we being the only two people who were intimately  
13 aware of the need due to my dialogue with Huggins on a regular  
14 basis. I felt that if he couldn't reach me, maybe he could  
15 reach Huggins. Huggins would relate the fact at least  
16 something was being done.

17 Q Did you have any understanding that there was a  
18 particular date by which the electric company was supposed to  
19 get back to you?

20 A I don't believe there was any particular date by  
21 which they were supposed to get back to me. I'm certainly  
22 sure that I related to them the deadline that we had to meet.

23 Q What deadline?

24 A For the construction of the station, and that was  
25 the, the April deadline, April 6th, I believe.

1           Q     Your testimony is that you would have communicated  
2 that as a deadline.

3           A     Most definitely. I think that was paramount to  
4 every connection we had over there.

5           Q     Now, what, if you, if you can recall specifically,  
6 what was the electric company supposed to do between December  
7 and the next April, December of '87 and April of '88?

8           A     They were supposed to -- I mean, since, since I  
9 contacted them in December until April they were supposed to  
10 contact us and let us know what was going to be involved with  
11 that. I would assume at that point that once the lease was  
12 signed I could get them authorization to go ahead and put in  
13 the service, and it would be installed in time for us to, to  
14 hook up to our equipment.

15          Q     Was any price discussed in terms of how much it  
16 would cost to have the electric company do whatever it was  
17 supposed to do?

18          A     At one point I had a figure of \$5,000.00, which  
19 included the pole settings, and the power line from the  
20 nearest grid point, and the transformer on the site. I don't  
21 recall exactly when that date was but I know I received that  
22 information and that was prior to the time that we discovered  
23 they had held up everything because of an easement right of  
24 way problem.

25          Q     Just to put this in context, when did you discover

1 that there was an easement right of way problem?

2 A I, I, if I recall correctly, I believe it was when I  
3 arrived back there in May that we had seen no work or nothing  
4 more from them, and immediately contacted them to ask what had  
5 happened because we were running around looking to find out  
6 what happened to everything else that was supposed to happen,  
7 and they were on the list.

8 Q What discussions, or conversations, or  
9 communications took place between Benchmark and the electric  
10 company between December of 1987 and May of 1988?

11 A I don't think I understand.

12 Q Well, in December of 1987 you went to the electric  
13 company; you basically told them what you wanted.

14 A Um-hum.

15 Q They in turn told you what it was they were going to  
16 do. In May of 1988, you discovered that the electric company  
17 hadn't done anything because there was an easement right of  
18 way problem.

19 A Correct.

20 Q And what I'm asking is whether there were any  
21 communications between Benchmark and the electric company  
22 between December 1987 and May 1988.

23 A The only communications I recall is, is the amount  
24 that came to my attention, but I don't recall how it came to  
25 my attention, whether it was in a telephone conversation with

1 | them or with my attorney. I don't have a letter to this  
2 | effect but I did, did receive that information. I knew how  
3 | much it was going to cost to put in the actual line.

4 |       Q     And when you found out what it was going to cost,  
5 | what, if anything, did you do?

6 |       A     One of the things that I recall having done,  
7 | although again I don't remember specifically in relation to  
8 | this particular problem when it occurred, but we were  
9 | concerned about the fact that they wanted this \$5,000.00 up  
10 | front. I tried to convince them this was going to be a  
11 | long-term installation because it was a radio station, it was  
12 | not likely to move at any time soon in the future, and that  
13 | was there some way that we could add this -- an apportioned  
14 | price to our monthly bill to pay it off, and after some  
15 | conversation they did agree to that, which gave us the  
16 | possibility of having it installed without having to put a lot  
17 | of money up in front.

18 |       Q     So this was a conversation that took place between  
19 | yourself and somebody directly at the electric company?

20 |       A     I believe it was directly with the electric company.  
21 | I don't know whether it was Mr. Wilson or if it was somebody  
22 | else who may have been involved with their billing over there.

23 |       Q     So from that conversation whenever it was, sometime  
24 | between December 1987 and May 1988, you had an understanding  
25 | that the electric company was going to expend a certain amount



1 of time and money and not require the radio station to pay  
2 anything up front for that service.

3 A That's exactly where we were.

4 Q I'd like you to turn to Attachment 49. It may not  
5 be necessary to read the entire, you know, lease proposed, the  
6 draft lease agreement. My question is: would you have  
7 received this document on or shortly after February 1, 1988?

8 A Yes.

9 Q What did you do with it when you received it?

10 A I'm sure that I read through it, of course, and, and  
11 probably had some telephone conversation with Mr. Huggins  
12 concerning it. It is essentially the same lease that we ended  
13 up signing.

14 Q And your testimony is that would have taken a matter  
15 of days after your receipt and reading of the --

16 A Oh, possibly even less than a day.

17 Q Would you please turn to Attachment 51? Who, who  
18 were the principals of the CBM Company?

19 A Mr. Breilsford, who is sitting in the room here?

20 Q And that's the same --

21 A I believe he is the sole proprietor.

22 Q That's the same Mr. Breilsford who is a partner of  
23 yours in Benchmark?

24 A Yes, sir.

25 Q Did any cash actually change any hands with respect

1 to this transaction?

2 A No.

3 Q Mr. Brelsford was a business partner with you with  
4 respect to the application that you, and he, and a number of  
5 others had been involved with, with respect to Gulf Breeze,  
6 Florida?

7 A Yes.

8 Q Had you also proposed auxiliary power for Gulf  
9 Breeze?

10 A Yes, I had. That's been a recommended letter -- or  
11 addition that we've put in our program statement ever since we  
12 had Haley, Bader, Potts as our attorneys. They just  
13 recommended that was a good policy and we believed it was  
14 certainly adequate, not -- and unvarying.

15 Q Had the generator that is reflected in the invoice  
16 of February 8, 1988, your Attachment 51, was that a, a  
17 generator that had also been earmarked for the Gulf Breeze  
18 applicant?

19 A No.

20 Q Was this a generator that had been in stock at CBM?

21 A I believe it was. We had it there. Mr. Brelsford  
22 represents the Grainger Corporation amongst other people, and  
23 what he doesn't have in his own building he can draw up within  
24 a matter, matter of hours from any other Grainger location in  
25 the country. He provides a number of companies, and hotels,

1 the Coast Guard, and so forth, around the world with products  
2 from that company. He draws on the stock from that basis.

3 Q One of which includes generators.

4 A Yes.

5 Q Please turn to Attachment 53. Did there come a time  
6 when you pick up the antenna that is referenced in this  
7 letter?

8 A Yes, there is.

9 Q Could you tell us approximately when that occurred?

10 A It was within a few days after this letter was  
11 received, if I recall correctly. I sent them a check and that  
12 gave us the right to go ahead and pick it up from there depot.

13 Q Which was located in Melbourne?

14 A Yes.

15 Q So you traveled to Melbourne sometime in early to  
16 mid-February in order to --

17 A Yes.

18 Q -- pick up the antenna. You picked up all four  
19 bays?

20 A Yes, I did, and a power divider, and feed lines.

21 Q You're anticipating my next questions. And all of  
22 that was done in the same trip to Melbourne in --

23 A Yes.

24 Q -- sometime in February.

25 A That was the purpose of the trip, actually.

1 Q Please turn to Attachment 54. Did you receive this  
2 letter, the February 18, 1988 letter, shortly after it was  
3 dated?

4 A Yes.

5 Q What did you do with the letter once you received  
6 it?

7 A Again, I'm sure that I had phone calls to  
8 Mr. Huggins discussing it and so forth. Specific details of  
9 that discussion I don't recall.

10 Q Do you recall making any suggestions relative to a  
11 final draft of the lease?

12 A Not specifically at this time. I, I, I may --

13 Q Did there come a time when you --

14 A I may have made suggestions at the time, but I don't  
15 recall the, the nature of them.

16 Q Did there come a time when you made such  
17 suggestions?

18 A I believe in the course of negotiations of this  
19 lease, I probably had a number of suggestions, comments,  
20 criticisms which ended up being reflected in the lease, some  
21 of which did, where they were agreeable to both parties.

22 Q The focus of my question is whether there were any  
23 such suggestions made after February 18, 1988.

24 A I don't recall that there was. I think, I think we  
25 had pretty well resolved everything that we needed to do in

1 order to accomplish our goals and to meet their requirements.

2 Q When did you, on behalf of Benchmark, actually sign  
3 the lease?

4 A I believe my signature actually occurred in May, and  
5 I don't recall why it was delayed for so long.

6 Q It was May 10, correct?

7 A I believe that's correct.

8 Q The Trust, the people who signed the lease on the  
9 behalf of the Trust, did so on March 7, correct?

10 A That's correct.

11 Q You have no explanation as to why there was a more  
12 than 2-month lag between --

13 A I really don't remember what happened. I'm sure  
14 there's probably an excellent reason, but I don't remember  
15 what it was now. I've had discussions with, with Huggins and  
16 so forth. We don't, we don't seem to be able to come up with  
17 a reason why there was a delay. Some logistics thing may have  
18 occurred but I just don't remember what.

19 Q Now, when you signed the lease on behalf of  
20 Benchmark on May 10, 1988, was it at that time that the lease  
21 payment was made by Benchmark for the first year?

22 A Yes.

23 Q That was a \$2000.00-payment, correct?

24 A That's correct.

25 Q Where did that money come from?

1           A     That came from a personal bank account of my own  
2     which I transferred into Benchmark and had a cashier's check  
3     written for it.

4           Q     This took place in Miami, then?

5           A     Yes, at the -- I believe it was the Dade County  
6     School Board Federal Credit Union.

7           Q     And you then mailed the check from Miami along with  
8     your signed portion of the lease.

9           A     That's correct. I, I, I would assume that I  
10    probably sent the lease at the same time, yes.

11          Q     That mailing would have occurred on or about May 10?

12          A     Yes.

13          Q     The day the check was drawn and the lease was  
14    signed.

15          A     Yes --

16          Q     That, that's what you recall?

17          A     Yes, sir.

18                (End of Tape 2; Start of Tape 3.)

19                BY MR. SHOOK:

20          Q     Now I'd like you to refer to page 23 of your  
21    testimony. So on March 8, you were notified by Mr. Huggins  
22    that the lease had been signed by the Trust.

23          A     That's correct.

24          Q     How many days thereafter was it before you called  
25    the trailer dealer in Gulf Breeze?

1           A     I would say probably within a day's time, perhaps,  
2 or not more than two. I had started making phone calls right  
3 away to people who were going to supply us material, and said,  
4 "It's clear, we can go. Let's get this thing built."

5           Q     That is a long distance call from Miami to Gulf  
6 Breeze, is it not?

7           A     Yes, it is.

8           Q     You have no record of that call?

9           A     I don't, no.

10          Q     How is it that you have no record of that long  
11 distance call?

12          A     First, I'm not sure where I made the, the call from.  
13 There is entirely the possibility that I didn't make that from  
14 work. I may have made it from my office, and I just -- I  
15 don't have a record of it where it would come from.

16          Q     In a normal course you would have been billed for a  
17 long distance call made from Benchmark, would you not?

18          A     Yes. And actually probably would -- if it was made  
19 from our office, it would have shown up on CBM Company in  
20 billing.

21          Q     What trailer was supposed to be delivered?

22          A     The description that I had was a 60 foot by 12 foot  
23 trailer that had been stripped out inside; it had nothing  
24 inside, just a large rectangular box on wheels.

25          Q     It had been stripped out beforehand?

1           A     Yes.

2           Q     So there was no additional work that needed to be  
3 done --

4           A     As far as removing material, no, that's quite true.

5           Q     How much was the trailer supposed to cost?

6           A     I recall it, it was around \$1,000.00. That was my  
7 understanding, and there was going to be additional money on  
8 the delivery, and that the delivery money would actually end  
9 up being more than the price of the trailer.

10          Q     Did you ever fill out a writing of any kind relative  
11 to the cost of the trailer or the cost of the delivery?

12          A     No, I was expecting a, a -- like, an invoice or  
13 receipt at the end.

14          Q     Did you ever receive a receipt or invoice?

15          A     No, I never did.

16          Q     Did you ever receive a writing of any kind from the  
17 trailer dealer with respect to the trailer and the, the  
18 aftermath of any attempted delivery thereof?

19          A     I received nothing from them.

20          Q     You in turn never sent a letter or writing of any  
21 kind to the trailer dealer, did you?

22          A     No, my contact with him subsequent to that event was  
23 by telephone, or at least attempts to contact him by  
24 telephone. I was more interested in resolving our problem  
25 than trying to address the effects of our problem.



1           Q     What was your understanding as to when the trailer  
2 was supposed to be delivered to the site?

3           A     When I last talked with him, I was told it was going  
4 to be delivered within less than a week, something of that  
5 order.

6           Q     Where was the trailer dealer supposed to go when he  
7 actually got to Chatom with the trailer?

8           A     I believe I had suggested he contact Mr. Schell to  
9 get a key and to get access out to the site, and Mr. Schell  
10 never heard from anybody either.

11          Q     Had you told Mr. Schell at the time to expect a call  
12 from anyone?

13          A     Not specifically for him, but I had told him in, in  
14 previous conversations that when we had the permission to  
15 start putting things on the property I was going to start  
16 having people contact him; to expect phone calls, contacts,  
17 and whatever or not, to come knocking on his door and he  
18 agreed. Said any time somebody wants to -- wants access as  
19 long as "they can show that they're connected with you, we'll  
20 provide access."

21          Q     Well, now the trailer dealer has Mr. Schell's  
22 telephone number?

23          A     I think he did, yes. Yes.

24          Q     That was something you gave the trailer dealer.

25          A     Certainly the description of his office location in

1 Chatom.

2 Q You had no idea, though, whether Mr. Schell was  
3 actually going to be in Chatom when the trailer dealer was  
4 supposed to arrive.

5 A I think I probably assumed that the trailer dealer  
6 would make arrangements to, to make contact with Mr. Schell  
7 and get the delivery made, so I was sort of the third party in  
8 the transaction at that point.

9 Q I mean, what you're saying is that you did not  
10 specifically make contact with Mr. Schell to tell him --

11 A I don't recall calling him specifically about that.  
12 I think I left that to the dealer to make his, make his  
13 arrangements.

14 JUDGE LUTON: Mr. Shook, let's pause here for  
15 luncheon recess, come back in an hour at 2 o'clock.

16 MR. SHOOK: All right.

17 (Whereupon, a brief recess was taken for lunch.)

18 JUDGE LUTON: Continue the cross-examination.

19 MR. SHOOK: Thank you, Your Honor.

20 BY MR. SHOOK:

21 Q Mr. Meyers, I'd like to focus your attention now.  
22 We're in March of 1988 and I'd like you to focus on your trip  
23 to Melbourne that took place sometime in the middle of March.  
24 If you could, tell us when you made that trip and what you did  
25 when you were up in Melbourne.

1           A       Specifically the purpose why I went to Melbourne, I  
2 believe, was family business but I took the opportunity when I  
3 was there to check on the progress of a tower we had found  
4 with a local contractor there and had made arrangements to  
5 have that tower sent to Chatom for our use, and I'll see  
6 whether I can find the dates here. It would have been, yes,  
7 March 12th of 1988 through the end of that week.

8           Q       All right, now, when you were putting together your  
9 testimony and you came up with the date of March 12, did you  
10 have some documents to refer to or are you simply working from  
11 memory at this point?

12          A       Mostly memory. I had no, no specific documents from  
13 the, from the roofing contractor over there and it, again, had  
14 been a kind of a handshake deal. I had met the fellow as a  
15 result of having been in Melbourne on -- back in February when  
16 I picked up the antenna material from WFIT. They had know  
17 about the availability of some tower sections and had pointed  
18 me in the direction of this fellow. We -- I subsequently  
19 approached him in the course and made a tentative arrangement  
20 to take these off his hands, you know, and to -- in a sense he  
21 wanted to dispose of them and if we would remove them, then we  
22 could have them; and then in the course of conversation, him  
23 asking about our intended use of the towers and so forth, we  
24 discovered that we had some commonality as to the location of  
25 the station versus where he went for material on a regular

1 basis for his roofing company, and wanted to know that since  
2 his truck left from Florida and went over to, I think it's  
3 Meridian, Mississippi is where the roofing material company is  
4 located. It's just a few miles from Chatom and his people  
5 knew where the place was but --

6 Q Okay, let me interrupt you here a second. What,  
7 what was a few miles from Chatom, Meridian is or --

8 A Meridian, Mississippi. I believe that's the town  
9 that was where they were heading for. It's not very far.  
10 And, in fact, the last material I bought personally for  
11 something totally unrelated to this came from the same company  
12 as a matter of fact. That's how I knew about them.

13 Q Are you referring now to the contractor or where the  
14 contractor had to go in Meridian?

15 A Where the contractor had to go in Meridian, the  
16 supplier of roofing material, and he had a truck that went  
17 over empty to pick up material. He didn't -- in other words,  
18 he, he was -- his truck was not engaged in interstate commerce  
19 so he wasn't interested in taking payloads in both directions,  
20 so when he sent a truck to get materials it usually went  
21 empty, and since he was going through the area he told me it  
22 would be no problem, that he could put the tower sections on  
23 the truck and take them over and drop them off on his way  
24 through.

25 Q All right, what was --

1           A     And this was my understanding of what was going to  
2 happen.

3           Q     What was the price of the tower going to be?

4           A     If we would take the tower, we could have it.

5           Q     Well, what if -- I mean, he's going to take the  
6 tower so --

7           A     Well, when I, when I say, when I say "take the  
8 tower," I don't mean in terms of take it from here to there; I  
9 mean in terms of us taking it off his hands.

10          Q     He was going to deliver it then free of charge?

11          A     And he indicated that he would be delighted to take  
12 it over to us, over there for us.

13          Q     You have some, I guess, fairly long experience in  
14 the radio business. How big of a payload is this tower going  
15 to be?

16          A     I think it consisted of something like 10 sections.  
17 It, it very easily fits on a single unit flatbed truck.

18          Q     The pieces break down, in other words.

19          A     Into 20-foot lengths, right.

20          Q     We're talking --

21          A     This particular tower breaks down into 20-foot  
22 lengths.

23          Q     When you saw the tower on the contractor's site, was  
24 the tower broken down or not?

25          A     Yes, it was stacked in, like, a storage area along

1 with another tower of much smaller dimension.

2 Q And it was, what, broken out into individual  
3 pieces --

4 A Into --

5 Q -- or broken out into sections, or how was it --

6 A Into 20-foot lengths, yes. It's -- the, the  
7 individual sections are 20 feet long by 18 triangular roughly,  
8 and it's a welded construction, what they call a uniform  
9 cross-section tower.

10 Q Okay, do you have any familiarity or knowledge as to  
11 how much weight is involved here?

12 A Tower sections run about 100 pounds apiece. I can  
13 pick one up and carry it with no difficulty.

14 Q And how many different tower sections are we talking  
15 about now?

16 A There was about 10. It was a 200-foot tower,  
17 200-and-some-odd feet.

18 Q So your estimate is about 1,000 pounds then for  
19 this --

20 A Um-hum.

21 Q -- for this tower that was going to be taken?

22 A Um-hum, roughly, a little -- maybe a little bit more  
23 than a half -- a ton and a half, something like that.

24 Q All right.

25 A Total.

1           Q     And you were not going to be charged for the  
2 transportation, you were not going to be charged for the  
3 tower, you weren't going to be charged for loading it onto the  
4 truck?

5           A     I, I, I think he was glad to find somebody to take  
6 it. He apparently had -- I, I don't know what his motivation  
7 was. He did have a third tower on the location that he was  
8 trying to find somebody to erect, and we had pointed him  
9 toward the tower company in Miami for the erection work to be  
10 done. In fact, that tower still stands, and he had to get rid  
11 of the remaining material, whether he had a problem with  
12 keeping the property or something of that nature. I don't  
13 know, he didn't go into that and we -- I didn't pursue it.

14          Q     With your experience and understanding, how much  
15 would a, a used tower of that nature cost you if you had to go  
16 out, you know, onto the open market?

17          A     Anything from nothing to a couple thousand dollars.

18          Q     And that would depend on what? Generally, the  
19 sires -- the sellers desire to get rid of it?

20          A     Absolutely.

21          Q     All right, now, I'd like you to refer to Mass Media  
22 Exhibit 4, page 75, and specifically I'd like you to look at  
23 answer 6.A.2.

24          A     Um-hum.

25          Q     Now, to put this in perspective, if you go to

1 page 71 you will see that this document was prepared, or  
2 dated, I should say, August 8, 1988.

3 A That's correct.

4 Q And I take it you were the author of this document.

5 A I was.

6 Q Now, when you were preparing answer 6.A.2, did you  
7 have any documentation to look at in order to help you figure  
8 out the dates that you were in Melbourne?

9 A I, I may have had something but I don't recall what  
10 it would have been.

11 Q All right, when you were in Melbourne, is that where  
12 you prepared and mailed the application for extension of time  
13 to complete construction that is dated March 16, 1988?

14 A I believe part of it was prepared there, yes. I may  
15 have worked on it before I left but I think -- I believe part  
16 of it was prepared there as well. I was staying at my  
17 brother's at the time, had a word processor and typewriter and  
18 so forth. I frequently took work with me to work on it.

19 Q All right, so you were mobile when it came to word  
20 processing. You could take care of that at your brother's  
21 place in Melbourne?

22 A Um-hum. Yes, sir.

23 Q And that's your recollection of what happened here?

24 A That's what I believe happened.

25 Q Now, with respect to your -- with respect to page 25



1 of your testimony, the first full paragraph that appears on  
2 that page, toward the middle -- well, the second third of that  
3 paragraph, there is a reference there to "the tower was  
4 delivered to the site March 8," but then you go on to say that  
5 you believe the date should have been March 18.

6       A     I have found some paperwork, not specific items but  
7 just a conglomeration of things that lead me to believe that  
8 when I originally prepared the document that I left out the  
9 "1" because when I thought back in retrospect because 18th  
10 was, I believe, a Friday, which was the date that I last  
11 approached the contractor, and for which the tower was missing  
12 from the property, and I, I believe I really intended that to  
13 say the 18th and somehow the process of trying to prepare that  
14 document on the fly I inadvertently left out the "1" and it  
15 has somehow managed to perpetuate itself.

16       Q     Well, along those lines could you turn to Mass Media  
17 Exhibit 4 again, page 75, and look at answer 6.

18       A     That's -- yes, I've -- I understand that there is  
19 some discrepancy here. I, I think you --

20             JUDGE LUTON: He didn't ask you a question. He just  
21 asked you to look at that.

22             WITNESS: Oh, okay.

23             JUDGE LUTON: Let's wait for the question.

24             WITNESS: Okay.

25             BY MR. SHOOK: